IN THE HIGH COURT FOR THE STATES OF PUNJAB AND HARYANA AT CHANDIGARH

Crl. Revision No.649-M of 2007
Date of decision: November 22, 2007.

Harish Aggarwal

...**Petitioner(s)**

v.

Smt. Meenakshi alias Ritu Aggarwal & Anr.

...**Respondent(s)**

CORAM:HON'BLE MR. JUSTICE SURYA KANT

1. Whether Reporters of local papers may be allowed to see the judgment ?
2. To be referred to the Reporters or not ?
3. Whether the judgment should be reported in the Digest.

Present: Shri Parshotam Lal Singla, Advocate for the petitioner.

Shri Jagdish Manchanda, Advocate for the respondents.

ORDER

Surya Kant, J. - The petitioner is aggrieved at the order dated 12.2.2007 passed by the learned Chief Judicial Magistrate, Jagadhari whereby the respondents have been granted interim maintenance @ Rs.1,000/- each, i.e., Rs.2,000/- per month in the proceedings arising under Section 125 Cr.P.C.

The above stated order is assailed solely on the ground that the parties have already resolved their dispute and have entered into a compromise dated 29.4.2005 (Annexure P-1) in terms whereof the custody of the minor son of the parties has been retained by respondent No.1 (Ritu Aggarwal) with a categoric stipulation that she “will bear all the expenses for his nourishment etc.”. It has been further stipulated that even after

attaining majority, the petitioner shall not stake any claim for the custody of the child.

It may be noticed here that in terms of the above stated compromise between the parties, the petitioner – husband has already obtained a decree of divorce by mutual consent vide judgment and decree dated 11.10.2007 passed by the learned Additional District Judge, Yamuna Nagar.

Similarly, the FIR No.752 dated 7.12.2005, under Section 498-A, 406, 120-B IPC, Police Station: City Yamuna Nagar which was got registered by respondent No.1 against the petitioner and his family members has also been quashed by this Court vide a separate order of even date passed in Crl. Misc. No.68134-M of 2006.

The aforesaid compromise deed, therefore, needs be adhered to by the parties for the purposes of claiming maintenance and/or permanent alimony as well.

Consequently, in terms of clause (c) of the agreement dated 29.4.2005, this petition is allowed; the impugned order dated 12.2.2007 is set aside and the maintenance petition filed by the respondents under section 125 Cr.P.C. is dismissed as having become infructuous.

November 22 , 2007. [**Surya Kant**]
kadyan **Judge**